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JS-6

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TRE MILANO, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

TRE MILANO, LLC, a California
Limited Liability Company,

Case No.: CV10-02850 DSF (AGRx)

Plaintiff.

**PERMANENT
INJUNCTION AGAINST
DEFENDANT ERNESTO
SANABRIA JR.**

ERNESTO SANABRIA JR., an
Individual, and Does 1-10, Inclusive.

Defendants

The Court, pursuant to the Stipulation For Entry of Permanent Injunction (“Stipulation”) and separate Confidential Settlement Agreement between Plaintiff TRE MILANO, LLC (“Plaintiff”) on the one hand, and Defendant ERNESTO SANABRIA JR. (“Defendant”), on the other, hereby ORDERS, ADJUDICATES

1 and DECREES that a Permanent Injunction shall be and hereby is entered in the
 2 above-referenced matter as follows:

3 1. **PERMANENT INJUNCTION.** Plaintiff owns or controls the
 4 pertinent rights in and to the following intellectual properties:

Intellectual Property:	Registration No.:	Registration Date:
InStyler (Trademarks)	3496525	September 2, 2008
InStyler Quick Styling Guide.	TX0006921877	November 24, 2008
InStyler Sales Sheet.	TX0006910783	November 14, 2008
InStyler User Manual.	TX0006921892	November 24, 2008
InStyler V.1A.	Pau003370090	November 12, 2008
InStyler Website.	TXu001599536	November 14, 2008
2 For 1.	VA0001672732	June 12, 2009
Final Hairstyles.	VA0001673742	June 12, 2009
InStyler Box (Revised)	VAu000995006	July 14, 2009
InStyler Costco Box.	VAu001001634	September 28, 2009
InStyler International Box.	VAu000994999	July 14, 2009
InStyler International Box	VAu000995000	July 14, 2009

1	V.2.		
2	InStyler V.4H.	PAu003365698	October 29, 2008
3	InStyler Warning Sheet.	TX0007107862	July 2, 2009
4	Product 0000.	VA0001671183	June 12, 2009
5	Rendering #1.	VA001671191	June 12, 2009
6	Rendering #2.	VA0001671190	June 12, 2009
7	Single Unit.	VA0001671188	June 12, 2009
8	(Copyrights)		

12 Defendant and any person or entity acting in concert with, or at the direction of
 13 him, including any and all agents, servants, employees, partners, assignees,
 14 distributors, suppliers, resellers and any others over which he may exercise control
 15 except customers, are hereby restrained and enjoined, pursuant to 15 U.S.C. § 1116,
 16 from engaging in, directly or indirectly, or authorizing or assisting any third party
 17 to engage in, any of the following activities in the United States and throughout
 18 world:

19 a. copying, manufacturing, importing, exporting, marketing, sale,
 20 offering for sale, distributing or dealing in any product or service that uses, or
 21 otherwise making any use of, any Plaintiff's InStyler® trademarks and copyrights,
 22 and/or any intellectual property that is confusingly or substantially similar to, or
 23 that constitutes a colorable imitation of, any of Plaintiff's InStyler® trademarks
 24 and copyrights, whether such use is as, on, in or in connection with any trademark,
 25 service mark, trade name, logo, design, Internet use, website, domain name,
 26 metatags, advertising, promotions, solicitations, commercial exploitation,
 27 television, web-based or any other program, or any product or service, or otherwise;

1 b. performing or allowing others employed by or representing him,
2 or under his control except customers, to perform any act or thing which is likely
3 to injure Plaintiff, Plaintiff's InStyler® trademarks and copyrights, and/or
4 Plaintiff's business reputation or goodwill;

5 c. engaging in any acts of federal and/or state trademark and/or
6 copyright infringement, false designation of origin, unfair competition, dilution, or
7 other act which would tend damage or injure Plaintiff; and/or

8 d. using any Internet domain name or website that includes any of
9 Plaintiff's designated Trademarks and Copyrights, including the InStyler® marks.

10 2. Defendant is ordered to deliver immediately for destruction all
11 designated unauthorized products, including counterfeit InStyler® products and
12 related products, labels, signs, prints, packages, wrappers, receptacles and
13 advertisements relating thereto in his possession or under his control bearing any
14 of Plaintiff's intellectual property or any simulation, reproduction, counterfeit,
15 copy or colorable imitations thereof, and all plates, molds, heat transfers, screens,
16 matrices and other means of making the same, to the extent that any of these items
17 are in Defendant's possession.

18 3. This Permanent Injunction shall be deemed to have been served upon
19 Defendant at the time of its execution by the Court.

20 4. The Court finds there is no just reason for delay in entering this
21 Permanent Injunction and, pursuant to Rule 54(a) of the Federal Rules of Civil
22 Procedure, the Court directs immediate entry of this Permanent Injunction against
23 Defendant.

24 5. The Court shall dismiss the entire action with prejudice.

25 6. **NO APPEALS AND CONTINUING JURISDICTION.** No
26 appeals shall be taken from this Permanent Injunction, and the parties waive all
27 rights to appeal. This Court expressly retains jurisdiction over this matter to
28 enforce any violation of the terms of this Permanent Injunction.

7. **NO FEES AND COSTS.** Each party shall bear its own attorneys' fees and costs incurred in this matter.

IT IS SO ORDERED, ADJUDICATED and DECREED this 12th day of August, 2010.

Dale S. Fischer

HON. DALE S. FISCHER
United States District Court Judge